

Pro Se 4 (Rev. 12/16) Complaint for a Civil Case Alleging Breach of Contract

UNITED STATES DISTRICT COURT

for the

Southern District of Maryland

Northern Division

8w
USDC - GREENBELT
'23 MAY 19 PM2:40DARYL E. BANKS
DANA L. BANKS

Plaintiff(s)

(Write the full name of each plaintiff who is filing this complaint. If the names of all the plaintiffs cannot fit in the space above, please write "see attached" in the space and attach an additional page with the full list of names.)

-v-

CURBIO, INC.

Defendant(s)

(Write the full name of each defendant who is being sued. If the names of all the defendants cannot fit in the space above, please write "see attached" in the space and attach an additional page with the full list of names.)

Case No.

LKG 23CV1335

(to be filled in by the Clerk's Office)

Jury Trial: (check one) ☒ Yes ☐ No**COMPLAINT FOR A CIVIL CASE ALLEGING BREACH OF CONTRACT**
(28 U.S.C. § 1332; Diversity of Citizenship)**I. The Parties to This Complaint****A. The Plaintiff(s)**

Provide the information below for each plaintiff named in the complaint. Attach additional pages if needed.

Name	DARYL E. AND DANA L. BANKS
Street Address	12511 SANDRA LEE COURT
City and County	MONROVIA FREDERICK COUNTY
State and Zip Code	21770
Telephone Number	301-325-2209
E-mail Address	DANA#@JOURNALIST.COM

B. The Defendant(s)

Provide the information below for each defendant named in the complaint, whether the defendant is an individual, a government agency, an organization, or a corporation. For an individual defendant, include the person's job or title (*if known*). Attach additional pages if needed.

Defendant No. 1

Name	CURBIO, INC
Job or Title (<i>if known</i>)	THE CORPORATION TRUST INCORPORATED (AGENT)
Street Address	2405 YORK ROAD SUITE 201
City and County	LUTHERVILLE TIMONIUM
State and Zip Code	MD, 21093-2264
Telephone Number	
E-mail Address (<i>if known</i>)	

Defendant No. 2

Name	CURBIO, INC (CORPORATE OFFICE)
Job or Title (<i>if known</i>)	
Street Address	10128 WEATHERWOOD COURT
City and County	POTOMAC MONTGOMERY COUNTY
State and Zip Code	MD, 20854
Telephone Number	
E-mail Address (<i>if known</i>)	

Defendant No. 3

Name	
Job or Title (<i>if known</i>)	
Street Address	
City and County	
State and Zip Code	
Telephone Number	
E-mail Address (<i>if known</i>)	

Defendant No. 4

Name	
Job or Title (<i>if known</i>)	
Street Address	
City and County	
State and Zip Code	
Telephone Number	
E-mail Address (<i>if known</i>)	

II. Basis for Jurisdiction

Federal courts are courts of limited jurisdiction (limited power). Under 28 U.S.C. § 1332, federal courts may hear cases in which a citizen of one State sues a citizen of another State or nation and the amount at stake is more than \$75,000. In that kind of case, called a diversity of citizenship case, no defendant may be a citizen of the same State as any plaintiff. Explain how these jurisdictional requirements have been met.

A. The Plaintiff(s)

1. If the plaintiff is an individual

The plaintiff, (name) DARYL E. AND DANA L. BANKS, is a citizen of the
State of (name) MARYLAND.

2. If the plaintiff is a corporation

The plaintiff, (name) _____, is incorporated
under the laws of the State of (name) _____,
and has its principal place of business in the State of (name) _____.

(If more than one plaintiff is named in the complaint, attach an additional page providing the same information for each additional plaintiff.)

B. The Defendant(s)

1. If the defendant is an individual

The defendant, (name) _____, is a citizen of
the State of (name) _____. Or is a citizen of
(foreign nation) _____.

2. If the defendant is a corporation

The defendant, (name) CURBIO, INC., is incorporated under
the laws of the State of (name) MARYLAND, and has its
principal place of business in the State of (name) MARYLAND.
Or is incorporated under the laws of (foreign nation) DELAWARE,
and has its principal place of business in (name) MARYLAND.

(If more than one defendant is named in the complaint, attach an additional page providing the same information for each additional defendant.)

C. The Amount in Controversy

The amount in controversy—the amount the plaintiff claims the defendant owes or the amount at stake—is more than \$75,000, not counting interest and costs of court, because (explain):

THE AMOUNT OF CONTROVERSARY IS \$191,912.03.

III. Statement of Claim

Write a short and plain statement of the claim. Do not make legal arguments. State as briefly as possible the facts showing that each plaintiff is entitled to the damages or other relief sought. State how each defendant was involved and what each defendant did that caused the plaintiff harm or violated the plaintiff's rights, including the dates and places of that involvement or conduct. If more than one claim is asserted, number each claim and write a short and plain statement of each claim in a separate paragraph. Attach additional pages if needed.

The plaintiff, *(name)* DARYL E. AND DANA L. BANKS, and the defendant, *(name)* CURBIO, INC., made an agreement or contract on *(date)* 11/15/2021. The agreement or contract was *(oral or written)* written. Under that agreement or contract, the parties were required to *(specify what the agreement or contract required each party to do)*

1. On 11/02/21, Curbio, Inc (hereafter referred to as the Defendant") entered into a contract, #BANKS -MD 20211102C and ratified an amendment to the same contract on 11/15/23 for home renovation services to be performed by Curbio, Inc with Daryl E. and Dana L. Banks, homeowners ("hereafter referred to as the Plaintiffs") for a full renovation of their property located at 12511 Sandra Lee Court Monrovia, MD 21770. (See Exhibit A). The project was valued at \$177,919.55 and targeted for completion by May 2022.

3. Defendant) is a national leading pay-at-closing home improvement solution for home sellers that want to sell fast and for maximum profit. Curbio promises a white glove service enabling sellers to upgrade their home now and pay at closing when the home sells. Curbio is focused on profit-driven updates, speed to market, and a five-star customer experience, resulting in a 28% average sale price increase and 50% faster project times.

The defendant failed to comply because *(specify what the defendant did or failed to do that failed to comply with what the agreement or contract required)*

4. Plaintiff's renovation has lingered over a 2.5-year period, whereby contractors failed to fulfill its obligation by mismanaging project, unsupervising contractors, failed to communicate timely, abandoned project, damaged property, performed poor workmanship and and failed to account for missing materials.

5. Despite Defendant having a streamline application dashboard to keep the project organized and enable effective communication, The Defendants operated in a constant mode of uncertainty. The severe lack of oversight by Defendants, required numerous change orders to occur. The disorganization made it nearly impossible for Plaintiff to comprehend the Defendants daily mode of operation.

6. The following allegations by Plaintiff are taken directly from Defendants dashboard application. In attempts to be concise as possible, Plaintiff has omitted "similar" allegations, but reserves the right to amend the complaint, if the Court requires every entry of the breach to be stated in the complaint.

7. 12/15/21 Defendant informs Plaintiff that Curbio prefers to work on one task at a time to maximize its ROI. This news was very disappointing, as Curbio's marketing program implies that multiple projects are happening at once, which ensures a fast completion time. Defendant notifies Plaintiff that windows will be installed in 10-weeks.

8. 2/23/22, During window installation, Plaintiff asks why the shutters and door are not being installed alongside the windows. Plaintiff expresses the deplorable condition of the front door to the home. Defendant states that the doors and shutters will be installed next week. The door and shutters to date have never been installed.

9. 3/2/22, Plaintiff, Dana Banks informs Defendant that the window installation is not up to standard. There are also 2 windows that were never ordered. Dana's post is very lengthy, as she describes her huge frustration. Dana also reaches out to the Defendant's Regional Director, John Scardina, to voice her concerns.

10. 3/4/22 Plaintiff Dana Banks speaks to Defendant, John Scardini and voiced concerns. Issues were project delay, broken promises and unprofessionalism from Corey, including strong odor of alcohol on several when at Plaintiff's home. Plaintiff informs Defendant that the project has been a nightmare since the beginning and there appears to be zero accountability. Defendant promises that improvements will be made.

11. 6/14/22, Plaintiff Dana Banks sends Defendant a very lengthy post conveying her frustration with project delays and the front door install, which has been mentioned on numerous occasions, change order for LVT in the basement and the plumbing issue in the basement was promised multiple times via the dashboard to be remedied.

12. 6/15/22, Defendants employee by the name of Norman Stumpf responds to Plaintiff's concerns with a post and advises Plaintiff that he is meeting with project manager about the numerous concerns.

13. Nearly another month passes with little movement. Defendant's project manager returns from paternity leave on 7/11/22 and promises to return in the coming days eager to renew project.

14. 12/19/2022, Plaintiff mailed Defendant a letter, informing them that they were in Breach of Contract due to the abrupt abandonment of the project, without notice and the Defendants inability to communicate, since failing to install flooring on December 5, 2022. (See Exhibit B).

15. Several more weeks passed, and on 2/3/23, Plaintiffs receive an e-mail from Defendants attorney, Mr. Patrick St. Pierre (hereafter referred to as (" St. Pierre") which stated that it was his understanding that the Plaintiffs wish to proceed with a different scope of work. (Exhibit C).

16. Plaintiff, Dana Banks explained to St. Pierre that Defendant never showed-up for the flooring install scheduled for December 5, 2022. Plaintiff stated that the flooring install was never cancelled and reiterated that Defendant breached the contract, by abandoning the project and waiting months to communicate again.

The plaintiff has complied with the plaintiff's obligations under the contract.

IV. Relief

State briefly and precisely what damages or other relief the plaintiff asks the court to order. Do not make legal arguments. Include any basis for claiming that the wrongs alleged are continuing at the present time. Include the amounts of any actual damages claimed for the acts alleged and the basis for these amounts. Include any punitive or exemplary damages claimed, the amounts, and the reasons you claim you are entitled to actual or punitive money damages.

17. Over the course of the past 2.5 years, the Defendant engaged in a consistent pattern of misconduct, in relation to the renovation that Defendant was responsible for completing. The Defendants actions have resulted in Plaintiff's being left in limbo for over 2.5. years. Plaintiff's are impacted emotionally and financially, as a result of Defendants inability to manage the Plaintiff's project properly.

18. Due to the extraordinary delay in completing the project, the Plaintiff's will not receive the benefit of selling their home in the best condition possible, as their home would have been had the Defendant not delayed their project for over 2.5 years.

19. Plaintiff's continue to suffer financial hardship and currently must come to terms, as to what the most beneficial remedy available to them exists, which enables them to sell their home, in its current depleted condition with the least amount of financial loss.

20. The Plaintiff's personal belongings and furnishings, that were originally in the basement of their home, sat confined to an outdoor storage POD, for over a year during excessive weather conditions. As a result of Defendants constant delay of the basement renovation, a majority of the Plaintiff's belongings were ruined. Moisture, excessive heat, extreme cold and humidity were likely the cause of the damage.

21. Plaintiff informed Defendant on numerous occasions, that the POD was not ideal for long-term storage and the POD storage fees were being incurred, as the project delay continued.

22. 12/19/23, an e-mail from Curbio Compliance Division, was sent to Plaintiff, Dana Banks. The e-mail indicated "that reconsideration, we are holding off payment demand and interest accrual until 3-months, after we are notified by the Project Manager that the project is complete. (See Exhibit D).

23. 2/3/2023, 2-months without any contact whatsoever about the project's status, Plaintiff receives a e-mail from Defendant's counsel which stated the following

"I am in-house counsel at Curbio. I understand that you wish to proceed with a different scope of work than the scope initially agreed upon. Please let me know a good time when I can call you either today or on Monday to discuss how we can move forward.

24. Plaintiff expressed numerous frustrations to Defendant's counsel St. Pierre, to which Plaintiff feels undermined. Regardless, Plaintiff agrees to move project forward.

25. 3/5/23, Defendant arrives at Plaintiff's home with the wrong carpet to install. Rather than install the LVT to at least keep project moving, Defendant states that the carpet must be ordered and the project is delayed further.

26. 4/21/23, Project Manager Harrison Stone informed Plaintiff's via the dashboard that "we updated the schedule of your project and expect the project to be completed by 12/30/23.

27. 4/25/23, Plaintiff Dana Banks notices the term "legal" in a post on the dashboard by Harrison Stone, the current project manager. Plaintiff is e-mailed a Notice of Contract Cancellation by Defendants (See Exhibit E).

28. The Defendant alleges in the contract cancellation letter dated 4/25/23, that Plaintiff's refused to sign change order #9 on March 30, 2023 in the amount of \$1,116.00 for the storage POD rental fees, representing the months of March and April 2023. Plaintiff claims there is no post on 3/30/23 referencing a change order.

29. Plaintiff's assert Defendant has the increased likelihood of engaging in "Abuse of Process" as Defendant has abruptly cancelled it's contract with Plaintiff, rather than fulfilling its obligations.

30. Plaintiff hereby seek compensatory damages in the amount of \$450,000.00 and \$50,000.00 in punitive damages, due to the Defendants compulsory breach of contract and unprofessional work ethics.

V. Certification and Closing

Under Federal Rule of Civil Procedure 11, by signing below, I certify to the best of my knowledge, information, and belief that this complaint: (1) is not being presented for an improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of litigation; (2) is supported by existing law or by a nonfrivolous argument for extending, modifying, or reversing existing law; (3) the factual contentions have evidentiary support or, if specifically so identified, will likely have evidentiary support after a reasonable opportunity for further investigation or discovery; and (4) the complaint otherwise complies with the requirements of Rule 11.

A. For Parties Without an Attorney

I agree to provide the Clerk's Office with any changes to my address where case-related papers may be served. I understand that my failure to keep a current address on file with the Clerk's Office may result in the dismissal of my case.

Date of signing: 05/18/2023

Signature of Plaintiff

Printed Name of Plaintiff


Daryl E. Banks and Dana L. Banks

B. For Attorneys

Date of signing: _____

Signature of Attorney _____

Printed Name of Attorney _____

Bar Number _____

Name of Law Firm _____

Street Address _____

State and Zip Code _____

Telephone Number _____

E-mail Address _____